

Midland CSD

Midland EA

8/15/2006 8/14/2007



"CHILDREN ARE OUR BUSINESS"



2006-2007 SCHOOL YEAR

**PROFESSIONAL NEGOTIATIONS
AGREEMENT**

between the

MIDLAND EDUCATION ASSOCIATION

and the

**MIDLAND COMMUNITY SCHOOL
DISTRICT**

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ARTICLE I

GRIEVANCE PROCEDURE

1.1 Purpose

The employee, group of employees, or the Association may file a claim that any part of the expressed agreements of this contract has been violated or misinterpreted and they may follow this specific grievance procedure to make the alleged violation or misinterpretation known.

The failure of the grievant to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

1.2 Procedure

1.21 Step one

The first step is for the teacher(s) to attempt to resolve the alleged violation or misinterpretation in an informal, verbal discussion with the teacher's principal. This must take place within ten (10) school days of the incident giving rise to the specific grievance. In no way will the Association interfere with the informal resolution of the grievance at this level.

1.22 Step Two

The individual grievance may be represented by the Association at his/her request at any formal level of the grievance procedure. If the grievance cannot be resolved informally, the grievant may file a grievance in writing and, at a mutually agreed time, discuss the matter with his/her principal. The filing of the formal, written grievance shall state the nature of the grievance, shall specifically state the article of this contract allegedly violated or misinterpreted, and shall state the remedy requested.

The formal written grievance must be filed within ten (10) school days from the date of the informal discussion. The principal shall make a decision on the grievance and present it in writing to the grievant and the Superintendent within ten (10) school days after the receipt of the formal grievance.

1.23 Step Three

If the grievance has not been resolved at this point, the grievant may file within ten (10) school days of the date on which the principal's decision is received or is due, a copy of the grievance with the Superintendent. Within ten (10) school days after the grievance is filed with the Superintendent, the Superintendent shall meet with the grievant to resolve the grievance. Within ten (10) school days of that meeting the Superintendent shall present a written answer to the grievant.

It is agreed that any investigation or processing of any grievance shall be conducted so that there is no interference or interruption in the instructional program and related work activities of the grievant or of the teaching staff.

1.24 Step Four

If the grievance is still not resolved there shall be another step of impartial, binding arbitration. The Association may submit, in writing, a request to the Superintendent to enter into arbitration. This request must be made within thirty (30) days from the date on which the Superintendent's answer is received or due.

The arbitrator is to be selected by the two (2) parties within ten (10) days after the Association's request is presented. If no agreement is reached within ten (10) days the Public Employment Relations Board (PERB) will be requested to provide a panel of seven (7) arbitrators. Each of the two (2) parties will alternately strike one (1) name at a time from the panel until only one (1) name is left and that person shall be the arbitrator.

The arbitrator shall have the power to interpret only expressed provisions of the Agreement. The arbitrator shall not have the power to add to, subtract from or modify any of the terms thereof. Any matter appealed to the arbitrator on which he has no power to rule shall be referred back to the parties without decision.

Expenses for the arbitrator's services will be divided equally by the School District and the Association.

ARTICLE II

EVALUATION LANGUAGE

Staff Evaluation

Each school year, employees shall be presented with the evaluation procedures and instruments. No evaluation shall take place until such orientation has been completed.

Tier 1

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. The summative conference shall be conducted by April 15 and documented as required by the State of Iowa. In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a comprehensive review on or before April 15.

Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3. A teacher in their third year of probation pursuant to the Iowa Code may be evaluated using the same methods as in Tier 1. For all others, a three year evaluation cycle will be established by the evaluator except when movement to Tier 3 occurs.

During year one of the cycle, each staff member shall create an individual career development plan linked to the District's career development plan. Plans must be submitted to the evaluator by October 1 of year one.

During year one and year two of the cycle, the evaluator and teacher shall meet by April 15. During this meeting, the teacher and evaluator shall discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.

Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs. The evaluator may also formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in year three of the cycle. At least one formal observation shall include a pre-observation conference and post-observation conference between the evaluator and teacher.

In year three, the completion of the Individual Career Development Plan will occur. A written review will be completed by the evaluator after both the teacher and evaluator have met regarding the teacher's progress and outcomes on the Individual Career Development Plan. In addition, a three year summative review will be conducted by the evaluator. The teacher shall provide the evaluator a portfolio linking artifacts to the Iowa Teaching Standards and Criteria. By April 1 of the third year of the cycle, the evaluator shall make one of the following recommendations to the Superintendent:

1. The teacher has demonstrated growth in the goal areas and no change is recommended to the teacher's continuing contract.
2. The teacher has not demonstrated growth in the goal areas and as determined by the principal to be in need of intensive assistance. Intensive assistance shall be provided for a period not to exceed six (6) calendar months. A summative review will be scheduled near the completion of intensive assistance.

Tier 3 (Intensive Assistance)

A teacher will be placed on intensive assistance when the evaluator determines, at any time, that as a result of the teacher's performance, the teacher is not meeting one or more of the following:

1. District expectations under the Iowa Teaching Standards 1 – 7 & Criteria (Standard 8 is excluded)
2. The Individual Career Development Plan
3. Any other standards and criteria that the evaluator deems appropriate.

Intensive assistance may begin at any time but is not to exceed six (6) months in duration. When a teacher is placed on intensive assistance, the following will occur:

1. A letter will be sent by the evaluator to the teacher notifying him/her that the teacher is being placed on intensive assistance.
2. A copy of the notification will be sent to the Superintendent's Office and will be placed in the teacher's personnel file.
3. A conference will be held between the teacher and evaluator to develop an Assistance Plan that will include the following:
 - a) A specific statement of concerns related to one or more of the Iowa Teaching Standards 1-7 and Criteria, Individual Career Development Plan and/or District Expectations.
 - b) The plan shall include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan.

The review of the teacher in intensive assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:

1. The problem is resolved and the staff member is removed from intensive assistance.
2. Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve months according to Iowa law) and work continues in the assistance phase.
3. The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

ARTICLE III

LEAVES

3.1 Sick Leave

3.11 Duration

All employees under this agreement will, if needed, have ten (10) days of sick leave for the first (1st) year of employment, eleven (11) days the second (2nd) year, twelve (12) days the third (3rd) year, thirteen (13) days the fourth (4th) year, fourteen (14) days the fifth (5th) year, and fifteen (15) days each year thereafter. Unused days of sick leave will accumulate only if the employment is continuous in the Midland District. The maximum accumulation is one hundred twenty (120) days sick leave.

10 days - first year

11 days - second year

12 days - third year

13 days - fourth year

14 days - fifth year

15 days - sixth year and every year thereafter

3.12 Conditions

The Board may require such evidence that it may deem reasonable to confirm the necessity, as well as the duration of leaves of absence.

Employees may use accumulated sick leave for absences due to pregnancy. If the absence due to pregnancy exceeds the employee's accumulated sick leave entitlements, additional days leave without pay will be granted to the extent necessary.

With respect to any foreseeable future absence, the employee shall advise the Superintendent in writing as early as possible of that future absence, specifying the departure date and return, as well as any changes in such dates, in accordance with reasonable rules established by the Board.

Employees may use five (5) days per school year of accumulated sick leave for family illness. For the purpose of using family illness, family consists of: parent, child (including adopted, step, and foster), wife, husband, brother, sister, parent-in-law, grandparent, grandchild, and other member of the immediate household. Employees may carryover one (1) of the four days into the next school year, making a maximum of six (6) days per school year of accumulated sick leave for family illness. If an employee has exhausted his/her family illness leave, the administration will examine each situation individually and will try to make the necessary accommodations.

NOTE: For 2005-2006 ONLY, employees who had a carryover of TWO unused days for family illness from 2004-2005, will be able to carry those TWO days over.

The Board may require in its sole discretion and at its own cost any medical documentation establishing the employee's fitness to perform work. Such documentation may include the results of an examination by a doctor selected by the Board or their designee.

3.13 Part-Time Employees

Part-time employees' sick leave will be prorated based upon the time they are employed.

3.14 Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick days upon or prior to the receipt of the first check of the school year. Any protest of an error and/or omission of the accuracy of the accounting of the accumulated sick days must be made to the District within five (5) working days from the date the employee was notified or otherwise the accounting will stand as being correct.

3.2 Professional Leave

Professional leave will be granted at the sole discretion of the Superintendent. The request must be made seven (7) days in advance and include a statement as to how the leave will assist the employee to meet the building and district goals. This statement is not required if the district initiates the professional leave. Normally, all employees under this Agreement may have no more than two (2) days of professional leave each school year. Employees shall be reimbursed for reasonable expenses incurred for attending conferences. Employees shall submit the proposed expenses to the superintendent prior to the professional leave.

No more than three (3) teachers per day may take up to two (2) days of "in house" leave to collaborate effective teaching strategies, share decisions, or write curriculum in groups. This counts as part of the total two (2) professional days.

3.3 Bereavement Leave

All employees under this Agreement will have a leave of not more than five (5) days per occurrence with full pay for a death in the immediate family of the teacher or spouse. Said immediate family consists of parent, child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other member of the household of the teacher.

One (1) day per occurrence with full pay for the purpose of attending the funeral of an aunt, uncle, niece or nephew will be granted.

Additional days may be granted at the sole discretion of the Superintendent.

One day per school year with full pay for the purpose of attending the funeral of any relative not listed above or anyone else at the employee's discretion. Any other days needed will be unpaid leave or personal leave.

3.4 Jury/Legal Leave

Any employee called for jury duty shall be provided such time without loss of pay. Any per diem fees the employee receives during such a leave shall be turned over to the district. Employees subpoenaed to testify in a criminal, civil or magistrate case in which the employee is not a plaintiff or defendant shall be provided time from their assignment without loss of pay.

When an employee is excused from jury duty or from the subpoenaed time, either temporarily or permanently on any working day, the employee shall promptly report to the District and shall complete

any remaining hours of the working day if required.

3.5 Personal Leave

All employees under this Agreement may have two (2) days each year for personal leave. Teachers may carry over one (1) of the two days into the next school year, making a maximum of three (3) personal days that a qualifying certified staff member could use. Personal leave is for any purpose at the discretion of the employee, except when the following conditions apply.

1. The leave is requested during the last seven (7) student attendance days of school, the first five (5) student attendance days of school, or the day before or after any vacation day, which is scheduled on the school calendar.
2. When a suitable substitute is not available.

3.51 Administrative approved personal leave

If one of the two conditions in section 3.5 is met then it is the sole discretion of the superintendent to allow or not allow personal leave.

3.6 Association Leave

Four (4) days shall be available for representatives of the Association to attend conferences, conventions or other activities of the local, state and national affiliated organization. This shall be a paid leave; however, the Association shall reimburse the District for the cost of a substitute. Notice shall be given to the Superintendent at least one (1) week in advance of the leave.

3.7 Special Leave

If an employee has exhausted all available leaves under the contract the Superintendent may grant a leave with or without pay at the Superintendent's sole discretion.

3.8 Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor is the pre-existing family and medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

3.9 Sabbatical Leave

Leaves of absence for a period of one year without pay or school paid benefits after seven years on the Midland teaching staff may be granted to any certified employee for particular purposes. In all situations regarding this section leaves may only be given if a suitable replacement can be found and contracted on a one (1) year interim basis. These purposes are limited to engaging in study at an accredited college or university in a field related to his/her professional responsibilities, or to be employed by VISTA, or the National Teacher Corp.

Upon return from such a leave an employee shall be placed on the next step on the salary schedule from when they left, and not receive vertical movement for the year in which they were absent. The employee will receive any increases in salary and benefits that have occurred since the absence as it relates to the step the employee is placed on. The employee will also retain any benefits or seniority they had when they left.

Employees may continue to take additional leaves under section 3.9 or 3.91 every five (5) years.

3.91 Other Sabbatical Leave reasons

Leaves may also be given to serve as a teacher in a domestic or overseas program or institution provided that there is approval by the superintendent and/or Board of Education. In all section 3.91 sabbatical leaves the superintendent and/or Board of Education has the authority to require the employee to provide reasonable evidence that this leave will enhance his/her ability to perform as a teacher in the district.

The Board of Education has the authority to deny any leave in section 3.91.

ARTICLE IV

INSURANCE

4.1 Health Insurance

The District shall pay the monthly premium cost for each employee for a single PPO 200 medical insurance policy. The combined single rates will be applied toward a family policy for married employees who both work for the Midland District and a member of this bargaining unit. Coverage for new employees will begin no later than October 1st after initial employment.

4.11 Cash Option/Tax Sheltered Annuities.

An employee, employed prior to August 15, 2005, whose family is provided health and major medical coverage under a spouse's medical plan, shall have the option to receive \$2,000.00 in exchange of the district's health and major medical coverage. A qualified employee can choose to receive monthly cash payments or monthly deposits to a tax-sheltered annuity of the employee's choice.

An employee whose employment begins after August 15, 2005, will not be eligible to participate in the Cash Option/Tax Sheltered Annuities Plan. The employee must take single insurance.

4.2 Long-Term Disability Coverage

The Board shall pay the monthly premium cost for each employee for Long Term Disability insurance. Coverage will be up to sixty percent (60%) of the employee salary with a minimum ninety (90) day waiting period. Coverage will begin only when conditions of the insurance carrier are met.

4.3 Conditions

All terms and conditions of the insurance coverage including eligibility for coverage period, and rates of premium payments necessary for such coverage, shall be determined by the insurance carrier (company).

4.4 Insurance Carrier

If the Board chooses to change program carriers, the open enrollment period shall be jointly established by the Board, the Association, and the insurance carriers. No reduction in any benefits or coverage shall occur because of change in carriers.

ARTICLE V

DUES DEDUCTION

5.1 Authorization

Any employee who is a member of the bargaining unit may sign and deliver to the Association an assignment authorizing payroll deduction of professional dues. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction.

Such (dues deduction) authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) calendar day notice to the employer by an employee.

5.2 Regular Deduction

Pursuant to a deduction authorization card, the Board shall deduct one-tenth (1/10th) of the total current dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July unless terminated by the employee. The Board shall not be responsible for collecting special fees or assessments, back dues, fines or similar items.

It shall not be the responsibility of the Board to collect that portion of unpaid dues of any employee who terminates employment prior to July or commences deductions after October.

5.3 Transmission of Dues

A listing of the employees for whom deductions were made shall be provided to the Association, if required by the Association. The Board shall transmit to the Association the total monthly deduction owed for professional dues within twenty (20) days following the regular pay period.

5.4 Indemnity

The Association agrees to defend and hold harmless the School District, each individual Board member, and all employees of the District against any and all claims, costs, suits or other forms of liability, and all court costs and attorney's fees arising out of the application of the provisions in the agreement between the parties for dues collections.

ARTICLE VI

EMPLOYEE REDUCTION

6.1 Coverage

All employees under this agreement shall be covered.

6.2 Definition: Seniority

Seniority shall be defined as an employee's length of full-time continuous employment within the District since the employee's last date of hire. A part-time employee shall accrue seniority on a prorated basis.

6.3 Staff Reduction

When a staff reduction occurs, it shall be done by the following subject area:

K-12

Regular Classroom Teacher
Title 1 Reading
Title 1 Mathematics
Social Studies
Science
Home Economics
Business Education
Physical Education
Vocal Music
Media

Special Education
Guidance Counselor
Language Arts
Mathematics
Foreign Language
Industrial Arts
Vocational Education
Art
Instrumental Music
Talented and Gifted

6.31 Order of Reduction

The order of reduction shall be pursuant to the procedures specified below.

6.311 Attrition

Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.

6.312 Other Criteria

The following criteria shall be used in the determination of reduction of employees after consideration has been given to section 6.311.

- Seniority is to be an important consideration.
- Professional preparation within the educational subject areas of which reduction is being made.
- Qualifications as determined by certification, training, and experience.
- The District's ability to maintain programs.
- Staff evaluations.

6.4 Recall

Employees will be recalled from layoff in the reverse order of their layoff provided they have the necessary qualifications as determined by the Board for the available vacancies.

Upon recall, the employee will be placed at the step position and level he/she had attained when the reduction in staff occurred. Also, the reinstated employee will retain their accumulated sick leave.

An employee selected for recall will be informed by the Board of re-employment in writing. Within ten (10) calendar days after an employee receives written notice of re-employment he must advise the Board in writing by certified mail that he accepts the position. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested, to the last known address of the employee in question as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his current address.

Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept within ten (10) calendar days any position offered to him/her.

An employee shall retain his/her rights to re-employment after a layoff for a period of twenty four (24) months following the date of the layoff.

ARTICLE VII

WAGES AND SALARY

7.1 Salary Schedule

The salary schedule for each employee covered by the regular salary schedule is set forth in Schedule A which is attached to this Agreement and made a part of it.

7.11 Extra Professional Services

The district is able to assign a certified employee of the district, three ticket-taking duties after regular work hours per school year. Any ticket-taking assignment in excess of three will be paid per diem.

7.12 Teacher Compensation Allocation

If the District participates in the Student Achievement and Teacher Quality Program (SF-476) the following distribution method will be used.

This distribution will be separate from and in addition to the bargained salaries, Phase I, and Phase II for 2005-2006.

1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the district's appropriations will be distributed to all other teachers equally.

Calculations of this supplement will be made as soon as possible when staffing is complete for the 2005-2006 school year, but not later than October 15, 2006. Funds will be distributed as soon as possible, after they are available from the state.

7.2 Method of Payment

7.21 Pay Period

Each employee shall be paid in ten (10) or twelve (12) equal installments (determined by the employee) on the twentieth (20th) day of each month. Employees shall receive their checks at regular building assignments unless otherwise indicated by the teacher. New teachers have the option of receiving ½ of their first month's pay on the 5th of September or the next school day if it falls on a weekend.

7.22 Holiday Checks

When the pay date falls on or during a holiday, vacation or weekend, the employee shall receive their check on the last previous workday.

7.23 Summer Checks

Summer checks, other than those for summer school personnel, shall be mailed, provided an address is designated by each employee.

7.3 Advancement

Employees on the regular salary schedule who move from one educational lane shall move to the corresponding step on the higher lane. To reach the eligible step, horizontal movement will occur first and vertical movement will occur second. For an employee to advance from one educational lane to another, the employee shall file suitable evidence of additional educational credit with the Superintendent by September 10th and will not be retroactive.

ARTICLE VIII

TRANSFERS

8.1 Posting

During the school year the district shall post in all buildings a list of permanent vacancies for the existing or following school year. During the summer months the district shall post in all buildings a list of permanent vacancies for the following school year as well as electronically post openings using district email.

8.2 Voluntary Transfer

An employee who desires to permanently transfer to the vacant teaching position must submit a written request with the Superintendent within five (5) days of the posting. An interview will then be arranged with the Superintendent. After the interview the Superintendent will inform the employee of his/her status with regard to the transfer.

8.3 Involuntary Transfers

Notice of an involuntary transfer shall be given in writing to instructional staff members as soon as practical. An involuntary transfer shall be made only after a meeting between the instructional staff member and the Superintendent. At this meeting, the instructional staff member will be given written reasons for the transfer.

When the Administration determines that an involuntary transfer shall occur, the Administration shall attempt to transfer those instructional staff members with the least seniority in the District provided the educational program can be maintained and the instructional staff member to be transferred is qualified by certification or approvals.

ARTICLE IX

HEALTH

9.1 Physical Examinations

A physical examination by a licensed physician shall be required of all personnel upon their initial appointment. After employment a physical examination is required every three (3) years.

9.2 Hepatitis B

The Board will provide Hepatitis B vaccination for all employees who wish it.

9.3 Flu Shots

The Board will provide flu shots for all employees when supplies are available.

ARTICLE X

NEW PROFESSIONAL MENTORING PROGRAM

10. Definitions

New Professional Mentoring Program: Midland Community School District's program of support and assistance for New Professionals.

New Professional: Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the district's New Professional Mentoring Program.

10.1 Wages

Each Instructional Mentor shall receive \$500 per semester for mentoring one New Professional. An Instructional Mentor shall mentor no more than one New Professional each semester.

Training and required District mentoring meetings outside of the regular workday and/or contract year shall be paid at the teacher's per diem rate. Training and required District mentoring meetings for New Professionals outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

10.2 Evaluation

All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program.

The only exception to the confidentiality agreement shall be if the New Professional requests that information be shared with an evaluator when all parties are present.

Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.

Instructional Mentors shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licensure of a New Professional.

Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

10.3 Professional Leave

Each Instructional Mentor and each New Professional shall be provided paid professional leave as deemed necessary by the administration.

10.4 Process for Dissolving Mentoring Partnership

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned as soon as possible.

ARTICLE XI

FINALITY AND EFFECT OF AGREEMENT

11.1 Finality

The parties agree that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are stated in this agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and without exception, waives any right which might otherwise exist under the law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XII

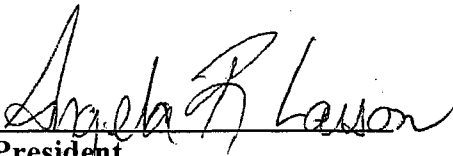
DURATION AND SIGNATURES

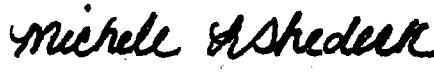
This Agreement shall be in force and effect commencing the fifteenth (15th) day of August, 2006, and shall continue in effect through August 14, 2007. This Agreement shall remain in full force and effect and shall automatically continue in effect from year-to-year thereafter unless either party gives the other party written notice of its desire to negotiate.

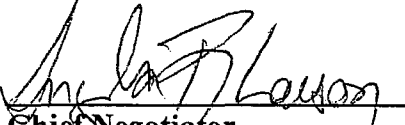
This Agreement is signed this 19th day of April, 2006.

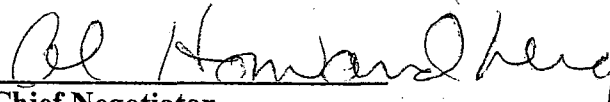
Midland Education Association

Midland Community School District
Board of Education


President


President


Chief Negotiator


Chief Negotiator

**MIDLAND COMMUNITY
SCHEDULE A
2006-07 SALARY SCHEDULE**

BASE 25010
INCREMENT 740

<u>LANE</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	25010	25750	26490	27230	27970	28710
2	25750	26490	27230	27970	28710	29450
3	26490	27230	27970	28710	29450	30190
4	27230	27970	28710	29450	30190	30930
5	27970	28710	29450	30190	30930	31670
6	28710	29450	30190	30930	31670	32410
7	29450	30190	30930	31670	32410	33150
8	30190	30930	31670	32410	33150	33890
9	30930	31670	32410	33150	33890	34630
10	31670	32410	33150	33890	34630	35370
11	32410	33150	33890	34630	35370	36110
12	33150	33890	34630	35370	36110	36850
13		34630	35370	36110	36850	37590
14		35370	36110	36850	37590	38330
15			36850	37590	38330	39070
16				38330	39070	39810
17					39810	40550
18						41290

ALL NEW TEACHERS WILL BE HIRED AT THE MINIMUM SALARY EQUAL TO STEP 1 OF THE
BA LANE, UNLESS MUTUALLY AGREED UPON.

MIDLAND COMMUNITY SCHOOL DISTRICT
SCHEDULE B
COMPENSATION FOR ACTIVITIES
2006-2007

Additional compensation for school-sponsored activities not considered part of the normal teaching load shall be made, based on current base salary. Experience level will continue to count for coaches who change grade levels in the same sport (example: middle school to high school football). If a coach switches to a different sport, that coach will start at his/her experience level of the sport (example: a middle school basketball coach switches to middle school wrestling):

1. ATHLETICS

Years exp.	0-2	3-5	6-8	9-11	12-14	15
Head Coach, Major sport:	14%	15%	16%	17%	18%	20%
Head Coach Minor sport:	10%	11%	12%	13%	14%	15%
Asst. Coach, Major sport:	8%	9%	10%	11%	12%	13%
MS Sports	6%	7%	8%	9%	10%	11%

2. MUSIC

High School	6%	7%	8%	9%	10%	11%
Middle Band	5%	6%	7%	8%	9%	10%
Mid. Music	3.5%	4.5%	5.5%	6.5%	7.5%	8.5%
Ele. Music	3.5%	4.5%	5.5%	6.5%	7.5%	8.5%

3. SPONSORS

Annual	5%	6%	7%	8%	9%	10%
Speech Large group	2%	3%	4%	5%	6%	7%
Speech Individual	2%	3%	4%	5%	6%	7%
FFA (2)	6%	7%	8%	9%	10%	11%
Dance Team	6%	7%	8%	9%	10%	11%
Cheerleading(2)	6%	7%	8%	9%	10%	11%

SPONSORS

Girls BB 2%
Chaperone

HS Variety 4%

FCCLA 2%

STAND 5%

Play Dir. 4%

Newsletter 4%

11th-12th (2) 2.5%
Sponsors each

9th-10th (2) 1.5%
Sponsors each

Chess Club 1.5%

NHS 1.5%

Student 2%
Council

For. Lang. 1.5%
Club

MS Variety 2.5%

MS Fall 2%
Cheerleading

Academic 2%
Contests

MS Spring 2%
Cheerleading

Head Coach Major Sport

2 head basketball coaches
1 head Football
1 Cross-country (B-G)
1 Wrestling
1 Volleyball
1 Baseball
1 Softball
1 Weight-room Supervisor

Head Coach Minor Sport

2 Track coaches
2 Golf coaches

Assistant Coach

2 Football coaches
2 Basketball coaches
2 Volleyball coaches
1 Wrestling coach
*1 Baseball coach
*1 Softball coach

Middle School

2 Football coaches
**4 Basketball coaches
**2 Volleyball coaches
2 Track coaches
1 Cross-country (B-G)
1 Wrestling coach

* 2 assistant coaches if
numbers are sufficient

**If more than 20
participants

SCHEDULE C

NOTICE OF ALLEGED GRIEVANCE

Date Filed _____

_____ Building

Distribution of Form

1. Employee
2. Appropriate Supervisor
3. Superintendent
4. Association

_____ Complainant

LEVEL II

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract or Policy _____

C. Statement of Complaint _____

D. Relief Sought _____

_____ Signature

_____ Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Complainant Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

LEVEL IV

A. _____
Signature of Complainant Signature of Assoc. President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

SCHEDULE D

**AUTHORIZATION FOR DUES DEDUCTION
OF ASSOCIATION DUES**

I hereby request the Board of Education of the Midland Community School District to deduct from my regular paycheck dues for the Midland Education Association (MEA). This deduction will be in accordance with Article V, Section 5.2, of this Agreement.

I understand that said deduction will begin with the October check and end with the July check in ten (10) equal installments being deducted from my check.

DATE _____ SOCIAL SECURITY # _____

TOTAL TO BE DEDUCTED \$ _____

SIGNATURE _____

Midland Comprehensive Evaluation Summative Evaluation Form

Grade Level: _____ Subjects: _____

- a. Provides evidence of student learning to students, families, and staff.
- b. Implements strategies supporting student, building, and district goals.
- c. Uses student performance data as a guide for decision making.
- d. Accepts and demonstrates responsibility for creating a classroom culture that supports the learning of every student.
- e. Creates an environment of mutual respect, rapport, and fairness.
- f. Participates in and contributes to a school culture that focuses on improved student learning.
- g. Communicates with students, families, colleagues, and communities effectively and accurately.

Evidence to support attainment of or failure to meet standard:	I.
	II. Circle one:
	Meets Standard
	Does Not Meet Standard

-27

The teacher:

- a. Uses student achievement data, local standards and the district curriculum in planning for instruction.
- b. Sets and communicates high expectations for social, behavioral, and academic success of all students.
- c. Uses student developmental needs, background, and interests in planning for instruction.
- d. Selects strategies to engage all students in learning.
- e. Uses available resources, including technologies, in the development and sequencing of instruction.

[illegible]

☐ Additional documentation/artifacts applicable to this standard are attached as Appendix A-3.

5. USES A VARIETY OF METHODS TO MONITOR STUDENT LEARNING.

The teacher:

- a. Aligns classroom assessment with instruction.
- b. Communicates assessment criteria and standards to all students and parents.
- c. Understands and uses the results of multiple assessments to guide planning and instruction.
- d. Guides students in goal setting and assessing their own learning.
- e. Provides substantive, timely, and constructive feedback to students and parents.
- f. Works with other staff and building and district leadership in analysis of student progress.

VII.	
Circle one:	
Evidence to support attainment of or failure to meet standard:	Meets Standard
	Does Not Meet Standard

☐ Additional documentation/artifacts applicable to this standard are attached as Appendix A-5.

The teacher:

- Evidence to support attainment of or failure to meet standard:**

IX. Circle one:

Does Not Meet
Standard

-32

8. FULFILLS PROFESSIONAL RESPONSIBILITIES ESTABLISHED BY THE SCHOOL DISTRICT. The teacher:

- a. Adheres to board policies, district procedures, and contractual obligations.
- b. Demonstrates professional and ethical conduct as defined by state law and individual district policy.
- c. Contributes to efforts to achieve district and building goals.
- d. Demonstrates an understanding of and respect for all learners and staff.
- e. Collaborates with students, families, colleagues, and communities to enhance student learning.

<p>Evidence to support attainment of or failure to meet standard: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>XII.</p> <p>XIII. Circle one:</p> <p>Meets Standard</p> <p>Does Not Meet Standard</p>
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☐ Additional documentation/artifacts applicable to this standard are attached as Appendix A-8.

- ☐ The teacher is a first year Beginning Teacher.
- ☐ The teacher meets or exceeds all eight Iowa Teaching Standards and is recommended for a standard license.
- ☐ The teacher fails to meet the Iowa Teaching Standards.
- ☐ The teacher is being recommended for a third year before a license decision is made.*
- ☐ The teacher is a career teacher.

Evaluator's Signature: _____ Date: _____

Evaluation Period: _____, 20____ to _____, 20____

Teacher's Signature: _____ Date: _____